

2016 Tasting Garden Beverage Application



Saturday, September 17, 2016 from 12:00 NOON to 8:00 PM

Emerald Glen Park located at Tassajara Road and Gleason Drive in Dublin, California

IMPORTANT NEW CHANGES for 2016 - The Tasting Pavilion from previous years has been exchanged for open-air "Tasting Gardens". These attractive shaded outdoor seating areas are surrounded by restaurant, winery and craft-brewery booths. **Admission is free.** Festival-goers will purchase tickets redeemable for wine and beer tastings from our Non-profit Beverage Booth Operator. Wineries and Breweries will accept tickets redeemable for either samples or full glasses. **There is no cost for the booth and all equipment will be provided.** Booths will be open 12:00pm to 8:00pm. Following the event, vendors will submit an invoice to the designated Beverage Booth Operator for reimbursement at the rate of \$9.00/bottle - white wines and \$10.00/bottle - red wines and 100 per quarter barrel or pony keg

Contact Information

Name of Business: <i>(as it will appear on all marketing materials)</i>	Phone:
Contact Person:	Phone:
Address:	Cell Phone:
City	Fax:
State and Zip Code	Email:

Beverage(s) to be Poured

Please list the item(s) you will be sampling exactly as it should appear in the event program, the Tasting Garden Menu and other promotional materials. (Please attach a separate sheet if desired).

SUPPLIES AND EQUIPMENT: Each participant will be provided with a 10' x 10' canopy, an 8-foot table with covering for serving and ice. If you have any additional needs, please specify:

Insurance

Liability Insurance: All vendors are required to provide a Certificate of Insurance evidencing Commercial General Liability or Comprehensive Personal Liability coverage for a minimum of \$1,000,000 per occurrence or \$2,000,000 aggregate. The vendor shall provide proof of insurance no later than September 1, 2016.

- The certificate must name: **City of Dublin, 100 Civic Plaza, Dublin, CA 94568** as the certificate holder.
- The Additional Insured Endorsement must include: **the City of Dublin, its officers, employees, agents and volunteers as additionally insured.**

Auto Insurance: Vendors must also provide a **Commercial or Personal Auto Insurance Declarations page** as proof of auto insurance.

Waiver and Release of Liability

1. Vendor acknowledges and understands that participation in the Event involves potential risks that may arise from the actions and inactions of Vendor, other individuals attending the Event, or the City and its officials, employees, agents and volunteers. Vendor expressly agrees to accept and assume full responsibility for any and all risks of bodily injury, death or property damage caused by or arising directly or indirectly from Vendor's participation in the Event, regardless of the cause. Participation in the Event is purely voluntary, and Vendor elects to participate in spite of the risks.
2. Vendor releases the City, its officers, officials, employees, agents, and volunteers ("the Released Parties") and waives all actions, claims and demands that Vendor or Vendor's heirs, executors, representatives, insurers, attorneys, administrators or assigns ("the Releasing Parties") may have or may hereafter have for any personal injury, bodily injury (including death) or property damage that Vendor may directly or indirectly incur while participating in the Event, including but not limited to that incurred as a result of the negligence of the Released Parties. Vendor, on behalf of both Vendor and the Releasing Parties, agrees not to sue the Released Parties on the basis of these waived and released claims.
3. Vendor agrees to comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in the Event.
4. At all times during Event, Vendor, his/her employees and agents shall be independent contractors and not employees or agents of the City. Vendor, and his/her employees and agents shall have no authority, express or implied, to bind the City to any obligation whatsoever.
5. City may terminate Vendor's participation in the Event at any time. City shall not be liable for any costs incurred by the Vendor as a result of such termination by the City.
6. Vendor shall comply with all laws applicable to the performance of the work hereunder, including, to the extent applicable, health and safety regulations. Vendor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, that Vendor may incur as a result of participation in the Event.
7. Vendor represents and warrants to City that Vendor and its employees, agents, and volunteers have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to offer the goods and/or services that Vendor is offering at the Event.
8. Vendor agrees to indemnify, defend, with counsel selected by City, and hold harmless the Released Parties from any and all claims, demands, actions, judgments, damages, liabilities, and costs of any kind, including attorneys' fees, (collectively "Liabilities") arising out of or in any manner related to Vendor's participation in the Event, except to the extent that such Liabilities are caused by the sole negligence or willful misconduct of the Released Parties.
9. The person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on the behalf of the Vendor.

By signing below I agree that I have carefully read the foregoing Waiver and Release of Liability and fully understand its contents. I am aware that this is a release of liability and I sign it without inducement. I also have read the Vendor Rules and Regulations included in this "Vendor Guidelines and Application" and I agree to comply with all conditions.

Signature

Name (Printed)

Date

Completed Applications must be submitted by September 1, 2016 to:

**Mailed or delivered in person to:
Parks & Community Services at:
Splatter c/o City of Dublin
100 Civic Plaza
Dublin, CA 94568**

**Emailed to:
Stephanie.Mein@dublin.ca.gov**

**Faxed to:
(925) 833-6651 c/o Stephanie Mein**